

1 Charlyn Sue Greene
 2 c/o P.O.Box 275
 3 Napoleon, North Dakota [58561]
 4 csgreene@protonmail.com
 5 (702)491-4800

6

7 **UNITED STATES DISTRICT COURT**
 8 **for the**
 9 **DISTRICT OF NORTH DAKOTA**

10

11	CHARLYN GREENE ©™,	)	OPPOSITION TO NATIONSTAR
12	Petitioner	)	MORTGAGE, LLC d/b/a MR. COOPER
13	v	)	AND MTC FINANCIAL INC.
14	NATIONSTAR MORTGAGE LLC d/b/a	)	d/b/a TRUSTEE CORPS
15	MR COOPER, et.al.,	)	MOTION TO DISMISS AND
16	MTC FINANCIAL, INC. d/b/a TRUSTEE	)	MEMORANDUM IN SUPPORT OF
17	CORPS, et.al., TRUSTEE CORPS., et.al,	)	MOTION TO DISMISS(ECF NO. 11, 17,
18	And all persons unknown, claiming any	)	18, 23, 24)
19	legal or equitable right, title, estate, lien, or	)	Civil Action No. 1:24-cv-87
20	interest in the property described in the)	
21	claim adverse to Petitioner's title, or any	)	JURY TRIAL DEMANDED - NO
22	cloud upon Petitioner's title thereto.)	
23	Doe's 1 through 25,)	
24	Respondent (s))	
25)	
26)	
27)	

28

19 **OPPOSITION TO NATIONSTAR MORTGAGE, LLC d/b/a MR COOPER AND**

20 **MTC FINANCIAL INC. d/b/a TRUSTEE CORPS MOTION TO**

21 **DISMISS AND MEMORANDUM IN SUPPORT OF MOTION TO DISMISS**

22 Petitioner files this Opposition to Respondents Motion to Dismiss and Memorandum in
 23 Support of Motion to Dismiss and proves that the venue/jurisdiction is proper for the following
 24 reasons:

25 1). Civil Action No. 1:24-cv-87 has already been adjudicated via the private administrative
 26 process pursuant to the *Administrative Procedures Act, Public Law 404-79th Congress, Chapter*
 27 *324-2D Session, S. 7*, see attached and fully incorporated herein; and, the only duty of this
 28 Honorable Court is to review the Private Administrative Procedures already completed and to

provide enforcement of the Default Judgment rendered; and

2). Respondent Mr Cooper has already been given all due process in private court proceedings; and Respondent “said nothing”, and Respondent Mr Cooper’s responses were non-responsive in nature; therefore; there remains no controversy in this matter as Respondent Mr Cooper has tacitly agreed with Petitioner in all matters; and,

3). Civil Action No. 1:24-cv-87 is a matter of Nihil Dicit, Respondent Mr Cooper “said nothing” and the time to do so has long past; Respondent Mr Cooper’s Motion to Dismiss is untimely as Respondent Mr Cooper has already tacitly agreed to all points throughout the administrative process; and,

4). Civil Action No. 1:24-cv-87 is an action for review of the private administrative process and enforcement thereof; and,

5). The administrative process, upon which a Default Judgment was issued by an officer of the court, was regarding a Breach of Contract and the process transpired between Petitioner in North Dakota and Respondent Mr Cooper in Texas; and,

6). Petitioner is neither a resident of Texas nor a resident of Nevada and Respondent has failed to provide any proof otherwise and Civil Action No. 1:24-cv-87 is not a “*Res*” action, therefore, Respondent’s attempt to expand the scope of this case to include property location is moot; and,

7). Petitioner's charging instrument states residency, which happens to be rural in nature, as a fact and the Court must construe it as true until such time that it is proven to not be true; and, the year is currently 2024 not 1980 when persons had to change their phone numbers when they moved because only land lines existed; and,

“Equity acts in personam and not in rem”

8). Respondent is attempting to shop venue/jurisdiction; and,

9). Jurisdiction is proper because Petitioner is a resident of North Dakota AND Petitioner has GRANTED jurisdiction to this Honorable Court. A change of venue is useless as Petitioner is not a resident anywhere BUT North Dakota and venue is determined by location of persons; and

10). Respondent Mr Cooper never objected to Petitioner's state of residence throughout the complete administrative process and the time to do so has long past; and,

1 11). Respondent has proven that venue is proper. Under 28 USC §1331 (b) (2) a civil action
 2 may be brought...in a judicial district in which a substantial part of the events or omissions
 3 giving rise to the claim occurred; and,

4 "All are equal under the law"

5 12). Petitioner was clear in Petitioners Claim that this is an action for Breach of Contract
 6 perpetrated by Respondent Mr Cooper who breached Respondent Mr Coopers agreement/
 7 fiduciary duty to Petitioner and foreclosed on Petitioners real property in Nevada AFTER
 8 having received full and complete compensation for alleged debt; and,

9 13). The foreclosure of the property located in Nevada was a separate event that occurred
 10 AFTER Respondent Mr Cooper's Breach of Contract with Petitioner that was created by the
 11 complete and thorough private administrative process; and,

12 14). Conversely, even if venue was improper, Respondents are subject to this courts jurisdiction/
 13 venue as the entire Breach of Contract action transpired between North Dakota and Texas as all
 14 the evidence shows. The Eighth Circuit noted in *Maybelline Co v Noxell Corp* 813 F. 2d 901,
 15 903-05, "A defendant may be subject to personal jurisdiction in a venue that is nonetheless
 16 improper because a substantial part of the events or omissions giving rise to the claim did not
 17 occur in that district"; and,

18 15). Respondent Mr Cooper made a free and calculated choice to ignore process throughout the
 19 administrative procedure process until it appeared Respondent Mr Cooper was actually in
 20 jeopardy of losing Respondent Mr Cooper's property; and,

21 16). Additionally, Petitioner is peripherally aware of a case in Nevada between Julie Embry,
 22 Trustee of Triple Braided Cord Trust and Nationstar Mortgage, *et. al.*, Civil Action 2:24-cv-
 23 00841-JAD-BNW; HOWEVER, Petitioner is neither Julie Embry nor Triple Braided Cord Trust
 24 nor does Petitioner represent them; and,

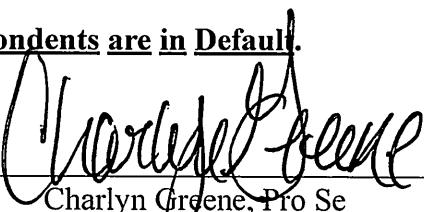
25 17.) Respondent's Motion to Dismiss and Memorandum in Support of Motion to Dismiss applies
 26 a shotgun effect in their motion hoping something will stick. Respondent refers to a foreclosure
 27 that took place after the Private Administrative/Notarial Process was completed. The scope of
 28 this action is for review of the Private Administrative/Notarial Protest Process and enforcement

1 thereof. New “events” are irrelevant in this case and will be dealt with at another time privately.
 2 At the time of the Private Administrative/Notarial Protest Process Petitioner owned the property
 3 and had every right to grant it to a Trust pursuant to the *Garn-St Germain Depository*
 4 *Institutions Act of 1982*. The alleged foreclosure has not accomplished any form or type of legal
 5 ownership outside of the Trust. This event merely clouded the title and the owner of the
 6 property, Triple Braided Cord Trust, is in the process of clearing the clouded title; and,
 7 18). At the time Petitioner conveyed the property to Triple Braided Cord Trust, the title was
 8 unclouded and Petitioner has every right to restore the title to its previously unclouded state as it
 9 was prior to an unlawful Trustees Deed being recorded against said property using Petitioner’s
 10 name unlawfully as the Grantor of said property; and,
 11 19). Respondent claims in Respondents Memorandum that “Petitioner lacks standing to seek to
 12 set aside the foreclosure sale because she did not own the Property in her individual capacity at
 13 the time of the sale, the Trust did” which is a clear admission that the property was unlawfully
 14 foreclosed on as the Trust did not have any agreements/Deed of Trusts with Respondents; and,
 15 20.) Petitioner generally objects to all allegations made in Respondent’s Motion to Dismiss and
 16 Memorandum in Support of Motion to Dismiss due to the fact that it is all hearsay, gibberish and
 17 nonsense and supported by zero evidence; and,
 18 21). Since Petitioner did not own the property at the time of the alleged foreclosure sale, how
 19 then was it lawful for Respondents to add Petitioners name (aka private property) as the Grantor
 20 to Respondents unlawful Trustees Deed conveying the property to another?; and,
 21 22). Respondents have admitted that the alleged foreclosure sale was unlawful in Respondents
 22 Memorandum in Support of Motion to Dismiss; and,
 23 23.) Respondent has exhausted Respondents due process in the Private Administrative/Notarial
 24 Protest Process by saying nothing or answering non-responsively and the time for Respondent’s
 25 arguments has long passed. Respondent said nothing then and has no right to say anything now;
 26 and,
 27 24). Only Petitioner has first hand knowledge as to the details/truth of this action; and,
 28 25). For this Honorable Court to entertain Respondents non-sensical gibberish ramblings,

1 Respondents must first submit a signed Affidavit under the pains and penalties of perjury as to
2 Respondents first hand knowledge as to the truthful events surrounding this civil action; absent
3 an Affidavit, everything Respondents say is hearsay and inadmissible by its very nature; and,
4 26). Petitioner is merely seeking to be restored to Petitioners un-damaged self prior to being
5 harmed by Respondents Breach of Contract which transpired between November 01, 2023 and
6 November 27, 2023 between North Dakota and Texas and Respondents unconscionable actions
7 thereafter.

8 27). **There are no facts in controversy as Respondents are in Default.**

9
10 Dated: July 15, 2024

By: 

Charlyn Greene, Pro Se
All rights reserved, without recourse
c/o P. O. Box 275
Napoleon, North Dakota [58561]
(702)491-4800
csgreene@protonmail.com

11
12
13
14 *"An unrebuted affidavit becomes the judgment in commerce"*
15
16
17
18
19
20
21
22
23
24
25
26
27
28